

211. As shown in table 23 project costs are allocated to the commercial navigation project purpose. Federal participation in the cost of implementing the project proposal is limited to the Federal share of the cost of the NED plan. Based on October 2001 prices, the estimated cost of the general navigation features (GNF) of the NED plan is \$13,975,000. The cost of GNF includes channel dredging and dredged material disposal. Recent construction at the existing Bartram Island dredged material disposal facility has provided capacity for the new work dredging. Apportionment of the cost of the GNF is in accordance with Section 101 of the Water Resource Development Act (WRDA) of 1986, as amended by Section 201 of WRDA 1996.

212. The Federal and non-Federal shares of the GNF are estimated to be \$9,097,000 and \$4,878,000, respectively. The non-Federal portion includes a repayment of 10 percent of the cost to construct the GNF, less allowable credits for the values of lands, easements, rights-of-way and relocations (LERR) necessary for the Federal project. That amount is currently estimated at \$1,397,000, which may be paid with interest over a period not to exceed 30 years. The non-Federal interests would also be responsible for all the berthing areas and associated disposal area capacity. Total estimated costs for local service facilities are \$1,974,000 (\$1,124,000 + \$850,000). Total estimated costs for all features necessary to obtain the projected navigation benefits, including GNF, LERR, and local service facilities are estimated to be \$15,962,000. Of that amount \$9,097,000 would be Federal and \$6,865,000 would be non-Federal.

213. Equivalent annual benefits and costs, based on a discount rate of 6.125 percent and a 50-year period of economic evaluation, are estimated as \$1,995,000 and \$1,184,000, respectively. Equivalent annual net benefits amount to \$811,000. The benefit to cost ratio is 1.7 to 1.

SUMMARY OF COORDINATION

214. Public views and comments have been solicited at various points during the study process. Pertinent correspondence received to that coordination is in appendix C of the Environmental Assessment along with a discussion of the study coordination effort. Coordination of the reconnaissance and feasibility study alternatives began on July, 1994 with various public agencies and individuals. The following coordination was done for the Final E.I.S. dated September 1998 that included the current proposed project improvements.

215. A Notice of Intent (NOI) to prepare a draft of this EIS appeared in the Federal Register on 5 May 1997. In addition, the NOI was mailed to interested and affected parties by letter dated 13 May 1997. Notice of Availability of the Draft Environmental Impact Statement (DEIS) appeared in the Federal Register, volume 63, number 118 on June 19, 1998 through August 3, 1998. Letters received during the comment period with District responses appear in appendix F of the EIS or appendix C. A copy of the letter and NOI are in Appendix C to the September 1998 main report. A copy of the EIS is available on our web site at <http://www.saj.usace.army.mil/pd/envdocs/envdocsb.htm> and a copy of the July 1997 U.S. Fish and Wildlife Service Coordination Act Report (CAR) at <http://www.saj.usace.army.mil/pd/envdocs/JaxHbr/car.html>.

216. Coordination with the U.S. Fish and Wildlife Service by letter dated June 1, 2000 indicated that the November 1997 C.A.R. addressed the proposed navigation modifications and that a new C.A.R. would not be required for this General Reevaluation Report unless design or listed species information changed.

217. For the current General Reevaluation Report two additional scoping letters provided a request for reevaluation of 5.3 miles of the main channel from river miles 14.7 to 20. Public involvement continued with scoping letters dated April 26, 2000 and September 8, 2000. The April 26, 2000, scoping letter requested reevaluation from river mile 14.7 to 20 or 5.3 miles, which received consideration in the September 1998 Final EIS for Jacksonville Harbor. The September 8, 2000 letter requested review of river miles 14.7 to about 18.0 or 3.3 miles of the main channel. Those scoping letters with responses are included in the coordination appendix C of the Environmental Assessment. The Florida Department of Environmental Protection (FDEP) in their October 20, 2000 letter noted that the Corps applied for a Joint Coastal Permit (DEP File No. 0129277-001-JC) to deepen sections of Jacksonville Harbor to -40 feet. FDEP amended and renewed that Corps maintenance-dredging permit. Florida Fish and Wildlife Conservation Commission in their October 30, 2000 letter evaluated not only river miles 14.7 to 20 of the current study area, but also included from the entrance channel to river mile 20 of Jacksonville Harbor. That letter stated that their comments for reevaluation of the proposed deepening to a depth of -40 of the entire 20-mile section of the harbor main channel consisted of the same comments as their Manatee Impact Review dated March 9, 2000 and the Marine Turtle Impact Assessment dated December 27, 1999. The FDEP State Clearinghouse letter dated September 9, 2002 noted the above comments and described the project as consistent with the Florida Coastal Management Program based on information contained in the draft EA and the requirements of the Joint Coastal Permit (JCP) granted February 22, 2001 (Permit No. 0129277-001-JC) for the channel maintenance dredging and deepening project. The Northeast Florida Regional Planning Council found the proposed project consistent with its policies, plan and program.

CONCLUSIONS

218. Various measures received consideration to resolve navigation needs and problems on the existing Federal project. A combination of a widener with deepening of the main channel resulted in an economically and environmentally acceptable plan.

219. A reevaluation of segment 3A from the original September, 1998, feasibility study due to changed conditions resulted in a division of that segment into two separate segments 3A1 and 3A2. Increased petroleum-product tanker and container ship traffic has developed in those two segments. Evaluation of those segments included consideration of a channel widener, a turning basin, and main channel project depths of 39 and 40 feet. After a review of disposal areas from the September 1998 study, the existing upland confined disposal facility on the west end of Bartram Island remained as the recommended disposal site. A review of ship simulation testing of the widener and turning basin from the September 1998 feasibility study resulted in updated coordination with the harbor pilots. The harbor pilots confirmed that the configuration of the proposed widener will satisfy their concerns relating to the Chaseville Turn as stated

in their June 14, 2001 letter. The turning basin dropped out of the evaluation due to insufficient benefits. Further environmental and economic evaluation of those measures resulted in the National Economic Development (NED) plan.

220. The total first cost of the NED plan is estimated at \$15,962,000. The estimated average annual equivalent benefits and costs are \$1,995,000 and \$1,184,000 respectively. The benefit to cost ratio is 1.7 to 1. The NED plan consists of deepening and widening part of the existing Federal channel from river miles 14.7 to 20 or Cut 50 through Terminal Channel Station 65:00.

221. Based on the NED or Recommended Plan (figure 7), modification of the authorized project for navigation improvements at Jacksonville Harbor would include:

- Deepening the existing 38-foot main channel to a new project depth of 40 feet with existing channel widths from about Cut 50 through Terminal Channel Station 65:00 or about mile 14.7 to 20;
- In addition to the new 40-foot project depth, replacing the equivalent existing advance maintenance depths;
- Adding a 100 to 200-foot widener along the east side of the Chaseville Turn between miles 17 and 18 at a 40-foot project depth; and
- Placement of all dredged material in the existing upland confined disposal site on the west end of Bartram Island.

222. The Jacksonville Port Authority supports the above plan and will provide a letter of intent and preliminary financial plan for securing the non-Federal share of project costs, currently estimated at \$6,865,000 for the new work. The sponsor's financial plan will show sufficient funds available to provide 100 percent of their share of project costs before award of the contract for project construction. Construction will be completed under one contract. The sponsor will confirm that sufficient funds exist to satisfy their financial obligation for the project.

RECOMMENDATIONS

223. I recommend that the existing project for deep-draft navigation at Jacksonville Harbor be modified to provide for implementation of a Federal project for deeper draft commercial vessels, in accordance with the plan recommended herein, with such further modifications thereto as in the discretion of the Commander, HQUSACE, may be advisable; at a first cost to the United States presently estimated at \$9,097,000 with an additional annual operation, maintenance, repair, rehabilitation and replacement cost of \$104,000 to the United States.

224. These recommendations are made with the provision that the exact amount of the non-Federal contribution shall be determined by the Commander HQUSACE prior to project implementation, in accordance with the following required items of

cooperation to which the non-Federal sponsor (Jacksonville Port Authority) shall agree to perform prior to implementation:

(a) Enter into an agreement which provides, prior to construction, 25 percent of design costs;

(b) Provide, during construction, any additional funds needed to cover the non-Federal share of design costs;

(c) Provide, during the period of construction, a cash contribution equal to 25 percent of the costs of construction of the general navigation features (which include the construction of land-based and aquatic dredged material disposal facilities that are necessary for the disposal of dredged material required for project construction, operation, or maintenance and for which a contract for the facility's construction or improvement was not awarded on or before October 12, 1996);

(d) Pay with interest, over a period not to exceed 30 years following completion of the period of construction of the project, up to an additional 10 percent of the total cost of construction of general navigation features. The value of lands, easements, rights-of-way, and relocations provided by the non-Federal sponsor for the general navigation features, described below, may be credited toward this required payment. If the amount of credit exceeds 10 percent of the total cost of construction of the general navigation features, the non-Federal sponsor shall not be required to make any contribution under this paragraph, nor shall it be entitled to any refund for the value of lands, easements, rights-of-way, and relocations in excess of 10 percent of the total cost of construction of the general navigation features;

(e) Provide all lands, easements, and rights-of-way, and perform or ensure the performance of all relocations determined by the Federal Government to be necessary for the construction, operation, maintenance, repair, replacement, and rehabilitation of the general navigation features (including all lands, easements, and rights-of-way, and relocations necessary for dredged material disposal facilities);

(f) Provide, operate, maintain, repair, replace, and rehabilitate, at its own expense, the local service facilities (Blount Island Marine Terminal, Ed Austin Terminal, and Talleyrand Terminal); in a manner compatible with the project's authorized purposes and in accordance with applicable Federal and State laws and regulations and any specific directions prescribed by the Federal Government;

(g) Accomplish all removals determined necessary by the Federal Government other than those removals specifically assigned to the Federal Government;

(h) Grant the Federal Government a right to enter, at reasonable times and in a reasonable manner, upon property that the non-Federal sponsor owns or controls for access to the general navigation features for the purpose of inspection, and, if necessary, for the purpose of operating, maintaining, repairing, replacing, and rehabilitating the general navigation features;

(i) Hold and save the United States free from all damages arising from the construction, operation, maintenance, repair, replacement, and rehabilitation of the

project, any betterments, and the local service facilities, except for damages due to the fault or negligence of the United States or its contractors;

(j) Keep, and maintain books, records, documents, and other evidence pertaining to costs and expenses incurred pursuant to the project, for a minimum of 3 years after completion of the accounting for which such books, records, documents, and other evidence is required, to the extent and in such detail as will properly reflect total cost of construction of the general navigation features, and in accordance with the standards for financial management systems set forth in the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and local governments at 32 CFR, Section 33.20;

(k) Perform, or cause to be performed, any investigations for hazardous substances as are determined necessary to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. 9601-9675, that may exist in, on, or under lands, easements, or rights-of-way that the Federal Government determines to be necessary for the construction, operation, maintenance, repair, replacement, or rehabilitation of the general navigation features. However, for lands that the Government determines to be subject to the navigation servitude, only the Government shall perform such investigation unless the Federal Government provides the non-Federal sponsor with prior specific written direction, in which case the non-Federal sponsor shall perform such investigations in accordance with such written direction;

(l) Assume complete financial responsibility, as between the Federal Government and the non-Federal sponsor, for all necessary cleanup and response costs of any CERCLA regulated materials located in, on, or under lands, easements, or rights-of-way that the Federal Government determines to be necessary for the construction, operation, maintenance, repair, replacement, and rehabilitation of the general navigation features;

(m) To the maximum extent practicable, perform its obligations in a manner that will not cause liability to arise under CERCLA;

(n) Comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended by Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and the Uniform Regulations contained in 49 CFR Part 24, in acquiring lands, easements, and rights-of-way, required for construction, operation, maintenance, repair, replacement, and rehabilitation of the general navigation features, and inform all affected persons of applicable benefits, policies, and procedures in connection with said act;

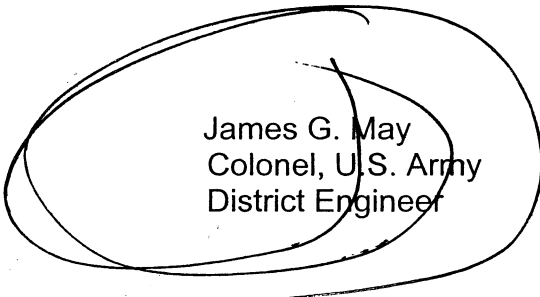
(o) Comply with all applicable Federal and State laws and regulations, including, but not limited to, Section 601 of the Civil Rights Act of 1964, Public Law 88-352 (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto, as well as Army Regulation 600-7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army", and the application of and compliance with the Davis-Bacon Act, Contract Work Hours and Safety Standards Act and Copeland Anti-Kickback Act;

(p) Provide a cash contribution equal to the non-Federal cost share of the project's total historic preservation mitigation and data recovery costs attributable to commercial navigation that are in excess of 1 percent of the total amount authorized to be appropriated for commercial navigation; and

(q) Do not use Federal funds to meet the non-Federal sponsor's share of total project costs unless the Federal granting agency verifies in writing that the expenditure of such funds is expressly authorized by statute.

225. The non-Federal sponsor furnishes the above assurances after the project has been authorized for construction by execution of a Project Cooperation Agreement with the United States Government. A summary of the Federal and non-Federal cost sharing amounts is shown in table 22.

226. The recommendations contained herein reflect the information available at this time and current Departmental policies governing formulation of individual projects. They do not reflect program and budgeting priorities inherent in the formulation of a national Civil Works construction program nor the perspective of higher review levels within the Executive Branch. Consequently, the recommendations may be modified before proposals are made for authorization and implementation finding. However, prior to transmittal to the Congress, the non-Federal Sponsor, the State, interested Federal agencies, and other parties will be advised of any changes and will be afforded the opportunity to comment further.



James G. May
Colonel, U.S. Army
District Engineer